

# DEPARTMENT OF THE ATTORNEY GENERAL



LEGAL AD DATE: APRIL 16, 2010

**REQUEST FOR PROPOSALS  
No. RFP-AG-CJD-10-01-SW**

**SEALED OFFERS  
FOR  
SERVICES TO ADMINISTER  
TRAINING AND TESTING TO  
RETIRED LAW ENFORCEMENT OFFICERS  
FOR STATE CERTIFICATION  
TO CARRY A CONCEALED FIREARM**

**WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON  
May 17, 2010**

IN THE DEPARTMENT OF THE ATTORNEY GENERAL, MELIM BUILDING, 333 QUEEN STREET, SUITE 200, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICIATION TO CHRISTOPHER YOUNG, TELEPHONE (808) 586-1160, FACSIMILE (808) 586-1375 OR E-MAIL AT CHRISTOPHER.D.YOUNG@HAWAII.GOV.

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Mark J. Bennett  
Procurement Officer

## TABLE OF CONTENTS

SECTION ONE:	
INTRODUCTION AND KEY DATES .....	1
SECTION TWO:	
BACKGROUND AND SCOPE OF WORK .....	3
SECTION THREE:	
PROPOSAL FORMAT AND CONTENT .....	8
SECTION FOUR:	
EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	10
SECTION FIVE:	
SPECIAL PROVISIONS .....	12
SECTION SIX:	
ATTACHMENTS .....	27
• Attachment 1: OFFER FORM, OF-1	
• Attachment 2: OFFER FORM, OF-2	
• Exhibit A: Department of the Attorney General	
LEOSA Firearm Certification Policy	

**SECTION ONE**  
**PROJECT OVERVIEW AND KEY DATES**

**1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

BAFO	= Best and Final Offer
CPO	= Chief Procurement Officer
DAG	= Department of the Attorney General
GET	= General Excise Tax
GC	= General Conditions, dated 4/15/09 and issued by DAG
Jurisdiction	= Purchasing jurisdictions are the government entities headed by a chief procurement officer pursuant to HRS §103D-203.
Offeror	= Any individual, partnership, firm, corporation, joint venture, or other legal entity submitting an offer in response to this solicitation.
LEOSA	= Law Enforcement Officers Safety Act of 2004, 18 United States Code, § 926C.
PO	= Procurement Officer
QRLEO	= Qualified Retired Law Enforcement Officer as defined in LEOSA
RFP	= Request for Proposals
SPO	= State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room 416, Honolulu, HI 96813; P.O. Box 119, Honolulu, HI 96810-0119
State	= State of Hawaii, including its departments and political subdivisions

## 1.02 PROJECT OVERVIEW

The Law Enforcement Officers Safety Act of 2004 (LEOSA) allows qualified retired law enforcement officers who meet certain criteria to carry a concealed firearm in all 50 states. The State of Hawaii Department of the Attorney General (DAG) seeks a contractor to provide services to develop, manage and operate a statewide firearm certification program for qualified retired law enforcement officers (QRLEO) who apply to the State of Hawaii for firearm certification pursuant to Chapter 44 of title 18, United States Code, § 926C. The selected Contractor must determine certification of QRLEO pursuant to Hawaii Firearm Certification Policy adopted and approved by DAG within 45 days after referral for firearm certification is made by DAG to the Contractor.

The Contractor shall set the fees for the certification program that will be assessed to the QRLEO and paid directly to the Contractor by the QRLEO. Other charges will be collected by the DAG from the QRLEO to cover costs associated with processing the request for certification, verifying LEOSA requirements, conducting background and mental health checks, and producing and issuing any certification card.

The Contractor will be required to provide firearm certification information to the DAG. The DAG will then make a determination whether the QRLEO satisfies the additional requirements of LEOSA and if so, will provide the QRLEO with a certification card permitting the ORLEO to carry a concealed firearm.

The Contractor or its subcontractor must possess a valid National Rifle Association Law Enforcement Firearms Instructor certification. The Contractor must follow all State of Hawaii laws, including the firearm laws found in Hawaii Revised Statutes (HRS) Chapter 134. The Contractor must have access to classroom and State of Hawaii approved firearm range facilities on the islands of Hawaii, Kauai, Maui and Oahu in order to provide firearm certification services to QRLEO on each of the islands.

This is a twelve month contract with an option to extend for five additional twelve month periods upon mutual agreement.

## 1.03 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	April 16, 2010
Deadline to Submit Written Questions	May 3, 2010

State's Response to Written Questions	May 10, 2010
Proposals Due and Opened	May 17, 2010
Oral Presentations (if necessary)	May 25-28, 2010
Discussion with Priority Listed Offerors (if necessary)	May 31- June 2, 2010
Best and Final Offer (if necessary)	June 9, 2010
Contract Award	June 16, 2010
Contract Start Date	July 1, 2010

#### **1.04 CONTRACT ADMINISTRATOR**

For the purposes of this contract, Christopher Young, Supervising Deputy Attorney General, (808) 586-1160, or his authorized representative, is the Contract Administrator.

**SECTION TWO**  
**SCOPE OF WORK**

**2.01 SCOPE OF WORK**

This scope of work identifies the minimum performance requirements and shall include, but not be limited to, the following:

- (1) The Contractor shall understand the requirements of this project and develop a written firearm certification program for QRLEO. The firearm certification program shall include both classroom instruction and testing and live fire instruction and testing. The firearm certification program shall be developed in compliance with the Hawaii Firearm Certification Policy approved by DAG, attached as Exhibit A. The Contractor must obtain DAG approval of Contractor's proposed written firearm certification program prior to the implementation of the program. Any proposed subsequent change to the approved firearm certification program shall be submitted in writing to DAG for approval prior to the implementation of the change by the Contractor.
- (2) The Contractor shall develop written standard operating procedures to accomplish the purpose of this solicitation. The Contractor must obtain DAG approval prior to the implementation of these procedures or any changes in procedures.
- (3) The Contractor shall provide copies of HRS Chapter 134 and HRS §703-304 to the QRLEO.
- (4) The Contractor shall establish its fees in writing and be responsible for collecting fees directly from the QRLEO. All fees, and any change to the fees, established by the Contractor must be approved by DAG prior to the collection of fees from the QRLEO.
- (5) The Contractor shall develop a firearm certification document that shall include the following:
  - a. Full legal name of QRLEO;
  - b. Social security number of QRLEO;
  - c. Date of birth of QRLEO;
  - d. Address of QRLEO;
  - e. Dates QRLEO attended firearm certification program;
  - f. Name of the NRA Law Enforcement Officer Instructor;
  - g. Make, Model and Serial Number of QRLEO's firearm;
  - h. Signature of Contractor and QRLEO;
  - i. Statement indicating that QRLEO successfully completed the

- firearm certification program;
- j. Inked impression of the right and left index fingers of the QRLEO;  
and
- k. Document number.

The Contractor shall deliver the original firearm certification document directly to DAG. The Contractor shall keep a copy of the certification document for itself and give a copy to the QRLEO. A log shall be kept by the Contractor documenting each firearm certification issued or denied.

- (6) The Contractor shall keep all documentation that establishes QRLEO satisfactorily completed or failed the firearm certification program for five (5) calendar years after firearm certification is completed. All documentation kept by Contractor shall be made available for review immediately upon request by DAG. Prior to destruction of any documentation related to the firearm certification program, the Contractor shall obtain written approval from DAG.
- (7) The Contractor and all employees of the Contractor shall immediately report to DAG incidents involving intentional or accidental discharges of a firearm that are not in compliance with the Contractor's firearm certification program.
- (8) The Contractor shall conduct regular periodic adequate training sessions for its employees to ensure firearm safety in both the classroom and on the firearms range.
- (9) The Contractor shall deal effectively with QRLEOs to resolve issues or problems that may arise during the firearm certification process.
- (10) The Contractor shall examine each QRLEO firearm prior to the live fire portion of the firearm certification to ensure that it can be safely operated during the live fire portion of the firearm certification. The Contractor shall safely and securely inspect each firearm in an area that will allow for a safe inspection of the QRLEO firearm. All firearms that are identified by the Contractor as unsafe shall not be used by QRLEO, unless and until a written statement from a qualified gunsmith is obtained indicating that the firearm has been repaired and is working in compliance with firearm manufacturer specifications, and the Contractor has inspected the firearm again and finds that the firearm can be safely operated during the live fire portion of the firearm certification.
- (11) The Contractor shall be a certified National Rifle Association (NRA) Law Enforcement Firearms Instructor or shall contract with a certified NRA Law Enforcement Firearm Instructor to provide firearm range live fire certification. The NRA certification shall be available for inspection by

DAG upon request.

- (12) The Contractor shall have access to a building on each of the islands of Hawaii, Kauai, Maui and Oahu that is suitable for holding the non-live fire portion of the firearm certification program.
- (13) The Contractor shall have access to a State certified live fire firearm range on each of the islands of Hawaii, Kauai, Maui and Oahu suitable for holding the live fire portion of the firearm certification program.
- (14) The Contractor must determine a QRLEO's firearm certification within forty-five days (45) after a referral for certification is made by DAG.

## **2.02 DEPARTMENT OF THE ATTORNEY GENERAL RESPONSIBILITIES**

- (1) The DAG will provide the Contractor with the Firearm Certification Policy that has been approved by the Attorney General. Any updates or amendments to the Firearm Certification Policy will also be provided to the Contractor.
- (2) The DAG will provide the Contractor with requested information in a timely manner, except information deemed to be confidential according to State laws.
- (3) The DAG will provide the QRLEO with the requisite document if DAG determines the QRLEO meets the qualification requirements of LEOSA § 926C and is an appropriate candidate for the firearm certification program.
- (4) The DAG is responsible for the issuance of the State of Hawaii firearm certification card to the QRLEO after written notice is given to DAG that the QRLEO has successfully and satisfactorily completed the firearm certification program and DAG determines the QRLEO meets the other requirements of LEOSA.

## **2.03 TERM OF CONTRACT**

The contract shall be for a period of twelve (12) months beginning approximately on July 1, 2010 and ending June 30, 2011. Unless terminated, contract shall be extended for not more than five (5) additional twelve (12) month periods, or portions thereof, without the necessity of re-bidding, upon mutual agreement in writing at least ninety (90) days prior to expiration, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein.

The Contractor or the State may terminate the contract or extended contract period at any time upon ninety (90) days prior written notice.

## **SECTION THREE**

### **PROPOSAL FORMAT, CONTENT, AND SUBMISSION**

#### **3.01 INTRODUCTION**

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

#### **3.02 PROPOSAL REQUIREMENTS**

Proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 (Section Six, Attachment 1) with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the DAG should contact regarding the Offeror's proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
  - a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor(s)' willingness to perform the indicated work.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
  - a. Transmittal Letter.  
See Section Six, Attachment 1, Offer Form OF-1.

- b. Experience and Capabilities.
- c. Proposed Operational Plan.
- d. Pricing. See Section Six, Attachment 2, Offer Form OF-2.
- e. Exceptions.

### **3.03 EXPERIENCE AND CAPABILITIES**

- (1) Provide a complete, related and current client listing. Include any letters of reference.
- (2) Indicate the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP. Provide documentation to certify this experience.
- (3) Include a list of key personnel and associated resumes for those who will be dedicated to this project.
- (4) Provide information as to Offeror's annual billings and annual reports.
- (5) Provide information of sample projects.
- (6) Provide a copy of National Rifle Association Law Enforcement Firearms Instructor certification for each individual who will be providing training and testing to QRLEOs under the contract.
- (7) Provide contact information including phone, fax, cell phone, pager, e-mail address, and/or website URL.
- (8) Provide hours of operation.

### **3.04 PROPOSED OPERATIONAL PLAN**

- (1) Submit an operational plan that includes the entire scope of services as well as expected results and possible shortfalls.
- (2) Formulate a contingency plan to address disruptions due to weather, transportation and other emergencies.
- (3) Provide detailed information on the methods and materials to be used in daily operations along with training manuals/data and a tentative calendar.

### **3.05 PRICING**

Include completed Offer Form OF-2 (Section Six, Attachment 2).

Pricing shall be a cost for firearm certification training and testing per individual QRLEO. It should include all labor, materials, supplies, applicable taxes, and any other costs incurred to provide the specified services, including a reasonable profit.

**The pricing shall be the all-inclusive cost to the QRLEO for the firearm training and testing. No other costs will be honored. No costs will be paid by the State.**

**Note:** The State will charge QRLEOs directly for the certification to carry a concealed firearm. The charge is necessary to cover costs associated with processing the request for firearm certification, verifying LEOSA requirements, conducting background and mental health checks, and producing and issuing a State Firearm certification card.

### **3.06 REQUIRED REVIEW, QUESTIONS PRIOR TO SUBMISSION OF PROPOSALS, AND EXCEPTIONS**

Offeror shall carefully review this RFP for defects and questionable or objectionable matter. Questions and concerns about this RFP must be made in writing and directed to the Contract Administrator, Christopher Young, Supervising Deputy Attorney General, 333 Queen Street, Suite 200, Honolulu, HI 96813, (fax (808) 586-1375)) and received prior to the deadline for written questions as stated in Section 1.03, RFP Schedule and Significant Dates. This will allow time to issue any necessary addenda to the RFP. It should also minimize the receipt of defective proposals.

Any exceptions to the terms, conditions, or other requirements listed herein, which remain unresolved by the deadline for proposals, must be listed in the Exceptions section of the proposal. Offeror shall reference the RFP section where the exception is taken, a description of the exception taken, and the proposed alternative, is any.

### **3.07 SUBMISSION OF PROPOSALS**

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents

- include this RFP, any attachments, ~~plans referred to herein~~, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

**Proposals shall be received at the Department of the Attorney General, 333 Queen Street, Suite 200, Honolulu, HI 96813, no later than the date and time stated in Section 1.03, RFP Schedule and Significant Dates, as amended. Timely receipt of proposals shall be evidenced by the date and time registered by the DAG time stamp. Proposals received after the deadline shall be returned unopened.**

### **3.08 ECONOMY OF PRESENTATION**

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

### **3.09 PROPOSAL PREPARATION**

An Offeror may submit only one proposal in response to the RFP. If an Offeror submits more than one proposal in response to a solicitation, then all such proposals shall be rejected.

- a. **OFFER FORM, OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.5% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from

paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- d. **Original Proposal and Copies to be Submitted**. Offeror shall submit one (1) original proposal marked "ORIGINAL" and **six (6) copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL. The original proposal and six copies of the proposal must be in a sealed envelope or box.

The outside cover of the package containing the proposal should be marked:

SEALED PROPOSAL SUBMITTED IN RESPONSE TO RFP-AG-CJD-10-01-SW.

STATE OF HAWAII  
DEPARTMENT OF THE ATTORNEY GENERAL  
333 QUEEN STREET, SUITE 200  
HONOLULU, HI 96813

(Name, address, telephone number of the Offeror)

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- e. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State will not reimburse such costs.
- f. All proposals become the property of the State.
- g. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of a proposal.

### 3.10 ORAL PRESENTATION

Offerors may be required to make an oral presentation of their proposal to ensure thorough, mutual understanding. The DAG in its sole discretion may schedule the time and location for these presentations (if required), normally within the timeframe indicated in Section 1.03 RFP Schedule and Significant Dates.

## **SECTION FOUR**

### **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

Competency of Offeror – Offeror(s) must be capable of performing the work outlined in this RFP. Either before or after the deadline for proposals, the DAG may require Offeror(s) to submit answers to questions regarding facilities, equipment, experience, expertise, personnel, financial status or any other factor(s) relating to the ability of the Offeror(s) to furnish satisfactorily the services being solicited by the DAG. Any such inquiries shall be made and replied to in writing. Inquiries shall be submitted to the Offeror representative who signs the proposal. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

**The total number of points used to score a proposal is 100.**

**(1) Experience and Capabilities of Business (30 points)**

- a. Annual Billings and annual reports.
- b. Letters of reference and client listing.
- c. Number of years in business.
- d. Listing of key personnel and associated resumes for those who will be dedicated to this project.
- e. Sample projects.
- f. Documentation to certify that Offeror has a minimum of three (3) years experience in the ownership and/or management of a business providing services similar to those solicited.
- g. Demonstrate ability to communicate effectively orally and in writing through dialogue during oral presentation and by submitting written documents that are clear, unified, organized, structured focused and functional. Written documents must sustain and support an idea linked by logic and be understandable to the intended audience.

**(2) Experience and Capabilities in Firearm Training and Testing (25 points)**

- a. Number of years performing services described in this RFP.
- b. Documentation to verify that Offeror has experience in performing services described in this RFP.
- c. A current National Rifle Association Law Enforcement Instructor Certificate for each individual who will provide training and testing.

**(3) Proposed Operational Plan (25 points)**

- a. Detailed operational plan outlining how scope of services in this RFP will be fulfilled including but not limited to organization charts, contact trees, and cost of services (fees), locations of training and testing sites, both classroom and live fire.
- b. Detailed operational plan addressing contingencies.
- c. Detailed methods and materials that will be used in the operations, including classroom materials and examples of testing materials.
- d. Detailed training manual for employees or subcontractors. Provide proof of training and certification of employees, when available.

**(4) Pricing - (20 points)**

- a. The proposal that has the lowest cost will receive the maximum points for pricing.
- b. Points allocated to the higher-priced proposals must be equal to the lowest priced proposal multiplied by the maximum points available for price and divided by its proposal price.

Formula to determine points assessed to pricing  
 20 points = maximum points allowed for pricing

A= Lowest Price = 20 points  
 B= Next Lowest Price

$$B = \frac{(AX20 \text{ points})}{B}$$

Example: If A=\$5,000 B=\$6,000

$$B = \frac{(\$5,000 \times 20)}{\$6,000} = \frac{100,000}{\$6,000} = 16.66$$

## **SECTION FIVE**

### **SPECIAL PROVISIONS**

#### **5.01 SCOPE OF CONTRACT**

Services to manage and operate a statewide firearm certification program for qualified retired law enforcement officers shall be in accordance with this RFP, any addendum to the RFP, and the General Conditions which is incorporated by reference and available at the State Procurement Office website:

<http://www4.hawaii.gov/bidfiles/spogtgs.pdf>.

#### **5.02 OVERVIEW OF THE RFP PROCESS**

- a. The RFP is issued pursuant to HRS Section 103D-303, and Hawaii Administrative Rules (HAR) Chapter 3-122, Subchapter 6.
- b. The procurement process begins with the issuance of the RFP. Offerors may submit written questions to DAG within the specified period and DAG will issue a formal response to any written question or concern regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's discretion.

- d. An Evaluation Committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if discussions are deemed necessary, then prior to entering into discussions a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before any Best and Final Offer (BAFO) is requested and tendered.
- f. If during discussions there is a need for any substantial clarification or

change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.

- g. Following any discussions, Priority Listed Offerors may be invited to submit their BAFO. The Evaluation Committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section, 1.03, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Evaluation Committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once an award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Evaluation Committee reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Evaluation Committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State.

### **5.03 RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), Hawaii Revised Statutes (HRS):

- 1. Chapter 237, tax clearance;

2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

#### **5.04 CONFIDENTIAL INFORMATION**

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

**An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.**

Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

#### **5.05 PROPOSAL OPENING**

Proposals will be opened at the date, time, and place specified in Section 1.03 RFP Schedule and Significant Dates, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. DAG shall create a register of proposals. The register of proposals and Offeror's proposals shall be open to public inspection after posting of award.

#### **5.06 PROPOSAL ACCEPTANCE PERIOD**

The DAG's acceptance of proposal if any, will be made within sixty (60) calendar days after the opening of proposals. Prices by the Offeror shall remain firm for the sixty (60) day period.

## 5.07 EVALUATION OF PROPOSALS

An evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate the proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the Best and Final Offer (BAFO), if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible Offerors who submitted the highest-ranked proposals.

## 5.08 ADDITIONAL TERMS AND CONDITIONS

The DAG reserves the right to add terms and conditions during the procurement process. These terms and conditions will be within the scope of the RFP.

## 5.09 AWARD

**Method of Award.** The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

**Responsibility of Responsible Offeror.** Reference Section 103D-310(c), HRS. If compliance documents have not been submitted to the DAG prior to award, the lowest responsive Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) **and** the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DAG.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www.hawaii.gov/taxla1\\_1alpha1ist.htm](http://www.hawaii.gov/taxla1_1alpha1ist.htm)

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DAG. However, the tax clearance certificate shall be submitted to the DAG.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DAG. A photocopy of the certificate is acceptable to the DAG.

The certificate of compliance shall be obtained on the State of Hawaii. (DLIR). *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form UR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DAG.

The application for the certificate is the responsibility of the Offeror and must be submitted directly to the DLIR and not to the DAG. However, the certificate shall be submitted to the DAG.

**Compliance with Section 103D-310(c). HRS for an entity doing business in the State.** The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, Offerors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that the Offeror's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Offerors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Offerors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the above sections.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the DAG as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

## **5.10 LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of the contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under the contract, whether such operations be by Contractor or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as an additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as an additional insured, Contractor may require the subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractors insurance policy or policies are in addition to the Contractors own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence Form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Comprehensive Automobile Liability	BI: \$100,000 per occurrence PD: \$50,000 per occurrence

Each insurance policy required by this contract, including a subcontractors policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of the Attorney General, 425 Queen Street, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including extensions by way of supplemental agreements.

Upon Contractor's execution of the contract, the Contractor shall deposit with the Contract Administrator certificate(s) of insurance necessary to satisfy the DAG that the insurance provisions of this RFP and the contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the DAG during the entire term of the contract, including those of its subcontractor(s), where appropriate. Upon request by the DAG, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under the contract, entitling the State to exercise any or all of the remedies provided in the contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability under the contract nor to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence

or neglect connected with the contract.

#### **5.11 CONTRACT EXECUTION**

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for the contract resulting from this RFP.

No work is to be undertaken by the Contractor prior to the commencement date of the contract.

The State is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the extension period.

#### **5.12 PROPOSAL AS PART OF THE CONTRACT**

All or part of the successful proposal may be incorporated into the contract.

#### **5.13 PERMITS, CERTIFICATES, AND LICENSES**

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

The Contractor shall comply with all business registration requirements prior to commencing work under this contract. Failure to comply with the requirements of this paragraph may be grounds for a proposal to be rejected or the contract to be terminated.

#### **5.14 CONFLICTS OF INTEREST**

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of the contract.

## **5.15 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS**

During the course of the contract awarded pursuant to this RFP, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be made only by written agreement signed by the Procurement Officer and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until authorized in writing by the DAG.

## **5.16 BREACH OF CONTRACT**

It is noted that any violation of the provisions of the contract, unless excused is a breach of the contract and may be cause for termination.

Pursuant to Section 103D-702, HRS and Subchapter 2 of Chapter 126, HAR, the Contractor may be suspended or debarred for causes due to, but not limited to, any breach of the contract.

## **5.17 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The DAG reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to Section 103D-308, HRS, and Subchapter 11, Chapter 3-122, HAR.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

## **5.18 PROTEST**

Pursuant to § 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the SPO website at [www4.hawaii.gov/professionalservices/showprof.cfm](http://www4.hawaii.gov/professionalservices/showprof.cfm).

Any protest shall be placed in an envelope marked "PROTEST" and submitted to the Procurement Officer, 333 Queen Street, Suite 200, Honolulu, Hawaii 96813.

## **SECTION SIX**

### **ATTACHMENTS AND EXHIBITS**

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: State of Hawaii LEOSA Firearm Certification Policy

SERVICES TO ADMINISTER TRAINING AND TESTING TO RETIRED LAW  
ENFORCEMENT OFFICERS FOR STATE CERTIFICATION TO CARRY A  
CONCEALED FIREARM  
RFP-AG-CJD-10-01-SW

Procurement Officer  
Department of the  
Attorney General  
333 Queen Street, Suite 200  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion. Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ \*Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

\* State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License 1.0 No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No.:

\_\_\_\_\_  
Fax No.:

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Authorized (Original) Signature

\_\_\_\_\_  
Name and Title (Please Type or Print)

\_\_\_\_\_  
Exact Legal Name of Company (Offeror)

\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

OFFER FORM OF-1

OFFER FORM  
OF-2

All-inclusive fee to be charged to the individual QRLEO for the services provided below:

Classroom and live fire firearm training and testing

\$  
(includes all taxes)

Offeror:  
Name of Company